



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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July 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT H-211094 FOR  
PUBLIC CAFETERIA CONCESSION SERVICES  
(2<sup>nd</sup> District) (3 votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached Amendment No. 3 (Exhibit I) to Agreement No. H-211094 with Morrison Management Specialists, Inc., for the provision of public cafeteria concession services at Harbor-UCLA Medical Center, effective on a month-to-month basis for a period of six (6) months from September 1, 2004 through February 28, 2005, with an estimated revenue of \$36,438 for the extension period.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Director of Health Services (Director) to sign Amendment No. 3 to Agreement H-211094 with Morrison Management Specialists, Inc., (Morrison) to continue the provision of public cafeteria concession services at Harbor-UCLA Medical Center (H-UCLA) on a month-to-month basis for a period of six (6) months, effective from September 1, 2004 through February 28, 2005, while a Request for Proposal process is being finalized.

The Amendment will also update required language for child support compliance and contractor responsibility and debarment.

FISCAL IMPACT/FINANCING:

This is a revenue generating agreement. The contractor currently pays H-UCLA 5% of the gross receipts derived from the operation of the public cafeteria.

It is estimated that the dollar return to H-UCLA during this six-month period from September 1, 2004 through February 28, 2005 will be \$36,438.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 9, 2000, the Board approved a revenue concession agreement with Morrison for the provision of public cafeteria concession services at H-UCLA for a three-year period, commencing May 9, 2000 through August 31, 2003, with a six-month automatic renewal through February 29, 2004 with an annual estimated revenue of \$72,000. The public cafeteria services include the provision of breakfast, lunch and dinner to H-UCLA employees and public, snack food cart services throughout H-UCLA grounds and vending machine services with the public cafeteria area.

On November 21, 2000, the Board approved Amendment No. 1 to Agreement H-211094, authorizing Morrison to make additional improvements to the public cafeteria, at no cost to County. Amendment No. 1 also approved the upgrade of the public cafeteria for the benefit of H-UCLA employees and public.

Amendment No. 2 was approved on February 17, 2004, extending the term of the Agreement from March 1, 2004 through August 31, 2004, with an estimated revenue of \$36,000. The Amendment also added required provisions, such as compliance with jury service, safely surrendered baby law and health insurance portability and accountability act.

Morrison is financially sound and continues to prove their ability to provide high quality food services through their dietary services contracts with the Department of Health Services (DHS).

Contract monitoring functions will be performed by Administrative staff at H-UCLA.

County Counsel has approved Amendment No. 3 as to form.

CONTRACTING PROCESS:

DHS is in the process of completing a Request for Proposals for dietary services at four facilities, including H-UCLA. The public cafeteria concession services at H-UCLA will be included in that solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 3 will allow public cafeteria concession services to continue from September 1, 2004 through February 28, 2005, while the Request for Proposal solicitation process is completed. Amendment No. 2 expires on August 31, 2004.


The Honorable Board of Supervisors

July 29, 2004

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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:wbc

Attachments (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

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amb:07/20/04

**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICES:

Public Cafeteria Concession Services at H-UCLA Medical Center.

2. AGENCY ADDRESS AND CONTACT PERSON:

Morrison Management Specialists, Inc.  
1727 Axenty Way  
Redondo Beach, CA 90278  
Attention: Edward M. Clark  
Telephone: (310) 798-4017

3. TERM:

The term of Amendment No. 3 to Agreement No. H-211094 is effective on a month-to-month basis for a period of six (6) months from September 1, 2004 through February 28, 2005.

4. FINANCIAL INFORMATION:

This Amendment is at no cost to County.

5. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

Angela Brown, Contract Liaison, H-UCLA  
Telephone: (310) 222-1678

6. GEOGRAPHIC AREA SERVED:

2nd District

7. APPROVALS:

H-UCLA

Tecla Mickoseff, CEO

Contract Administration:

Irene E. Riley, Director

County Counsel (approval as to form):

Elizabeth Friedman, Senior Deputy County Counsel

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EXHIBIT I

Contract No. H-211094

PUBLIC CAFETERIA CONCESSION SERVICES  
AGREEMENT AT HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MORRISON MANAGEMENT  
SPECIALISTS, INC. (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled  
"PUBLIC CAFETERIA CONCESSION SERVICES AGREEMENT AT HARBOR-UCLA  
MEDICAL CENTER", dated May 9, 2000, and further identified as  
County Agreement H-211094, Amendment No. 1, dated November 21,  
2000, and Amendment No. 2 dated February 17, 2004 (hereafter  
referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective September 1, 2004.

2. The term of this Agreement is hereby extended on a month-to month basis, for a maximum of 6 months, effective September 1, 2004 through February 28, 2005, unless sooner terminated by County.

3. That Paragraph 29, CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the body of the Agreement be revised as follows:

"29. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall

implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

4. That Paragraph 30, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the body of the Agreement be revised as follows:

"30. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph 29, immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Events of Default" paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

5. That Paragraph 31, CONCESSIONAIRE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of the body of the Agreement be deleted.

6. That Paragraph 42, CONCESSIONAIRE RESPONSIBILITY AND DEBARMENT, of the body of the Agreement be revised as follows:

"42. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar a Contractor if the Board of



Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed

decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (sub-contractors/subconsultants) of County Contractors."

7. Except for the changes set forth here-in-above, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

MORRISON MANAGEMENT SPECIALISTS,  
INC. \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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